



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Early Childhood Education and Out-Of-School Time Professionals
Tuition Assistance

RFA-2024-DES-02-EARLY

RELEASE DATE: March 9, 2023

New Hampshire Department of Health and Human Services
Early Childhood Education and Out-of-School Time Professionals Tuition Assistance

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Division of Economic Stability (“Department”) is seeking responses to this Request for Applications (RFA or “solicitation”) from qualified Vendors to provide tuition assistance to qualifying early childhood education (ECE) and out-of-school time (OST) staff for college-level courses to develop professional qualifications associated with children’s success in kindergarten and OST settings.

The Department anticipates awarding one (1) contract for the services in this solicitation.

1.2. Key Information

The information in the table below is as anticipated by the Department. All information is subject to change, the availability of funds, and/or approval by the Governor and Executive Council.

Contract Effective Date	Upon Governor and Executive Council approval in State Fiscal Year	
Contract End Date	September 30, 2025	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$480,000 SFY 2024 on a cost reimbursement basis. \$120,000 SFY 2025 on a cost reimbursement basis.	
Funding Source	The Department anticipates using Federal funds for resulting contract(s).	
	Assistance Listing #	CDFA #93.575 FAIN #2201NHCCDD
	Award Name	Child Care and Development Block Grant
Match Requirements	There are no matching requirements for this RFA.	
Point of Contact	Kathleen Vattes, Contract Specialist Kathleen.B.Vattes@dhhs.nh.gov 603-271-0198	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential selected Vendor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.		

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1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	3/9/2023
2.	Questions Submission Deadline	3/20/2023 12:00 PM
3.	Department Response to Questions Published	3/27/2023
4.	Vendor Solicitation Response Due Date	4/3/2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Economic Stability (DES)

The Department is responsible for promoting the health, safety, and well-being of the citizens of New Hampshire. To achieve that goal, the Department provides services for children, families, individuals, and seniors in areas such as mental health, developmental disabilities, substance abuse, and public health. The Department does this work through partnerships with families, community groups, and providers, other state and local entities, and New Hampshire citizens.

The Division of Economic Stability (DES) provides assistance to families in a holistic, multi-generational and integrated approach for individuals, children and families who may be in need of an array of supports that may include but are not limited to: child care, housing, food, economic assistance, and employment assistance.

The Bureau of Child Development and Head Start Collaboration (BCDHSC) administers the Federal Child Care and Development Fund (CCDF), which supports a variety of activities intended to improve the quality of ECE and OST services throughout the State, including professional development. Staff qualifications are key to quality care and education, and providing financial assistance for college-level courses is foundational to improving staff capacity to provide high quality programs for New Hampshire's children from birth through twelve years of age.

1.4.2. Objective

The Tuition Assistance Program will provide tuition assistance for college-level courses to increase qualifications among New Hampshire's ECE and OST workforce, who otherwise might not have the financial means to afford such classes due to the industry's pay structure, and serve as a stepping-stone to a degree program and career advancement.

1.4.3. Covered Populations

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Individuals who qualify for tuition assistance under this Request for Applications include:

- Early childhood education (ECE) professionals, including teachers and directors who work in child care, Head Start, and Early Head Start, who serve children between six (6) weeks through five (5) years.
 - ECE teachers must currently be employed for a minimum of twenty (20) hours per week or ECE directors currently employed for a minimum of thirty (30) hours per week, or as otherwise approved by the Department.
- Out-of-school time (OST) professionals who serve children who are between four (4) years and eight (8) months through twelve (12) years and enrolled in elementary school grades kindergarten through fifth.
 - OST professionals must be employed as a group leader for a minimum of fifteen (15) hours per week or assistant group leader for a minimum of twelve (12) hours per week or employed as a site director for a minimum of twenty (20) hours per week, or as otherwise approved by the Department.
- ECE and OST professionals must:
 - Be employed by a state of New Hampshire licensed or legally license-exempt New Hampshire child care program enrolled in the Child Care and Development Fund (CCDF) Child Care Scholarship Program.
 - Have a minimum of a High School Diploma, General Education Development (GED), High School Equivalency Test (HiSET) or Test Assessing Secondary Completion (TASC).

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must facilitate all components of the early childhood education (ECE) and out-of-school time (OST) professional tuition assistance in accordance with this RFA.

Early Childhood Education (ECE) Professionals

- 2.1.2. The selected Vendor must provide tuition assistance for ECE professionals through accredited institutions of higher education (IHE).
- 2.1.3. The selected Vendor must ensure tuition assistance is provided for ECE professional coursework that includes, but is not limited, to:
 - 2.1.3.1. Teaching Infants and toddlers.
 - 2.1.3.2. Young children with special needs.
 - 2.1.3.3. Young children exhibiting challenging behaviors using positive behavior guidance strategies.
 - 2.1.3.4. Child development.
 - 2.1.3.5. Other coursework considered relevant and as approved by the Department.
- 2.1.4. The selected Vendor must ensure tuition assistance is provided only for courses that are compliant with the requirements of New Hampshire child care licensing rules, which require teachers and directors to have a minimum of three (3) college course credits in child growth and development or as otherwise approved by the Department.
- 2.1.5. The selected Vendor must not provide tuition assistance for general education courses or non-ECE related coursework.

Out-of-School Time (OST) Professionals

- 2.1.6. The selected Vendor must provide tuition assistance for out-of-school (OST) time professionals through accredited institutions of higher education (IHE).
- 2.1.7. The selected Vendor must provide tuition assistance for OST professional coursework, including but not limited to:
 - 2.1.7.1. Child, adolescent or human development.
 - 2.1.7.2. Learning disabilities and exceptionalities.
 - 2.1.7.3. Classroom management and behavioral guidance strategies.
 - 2.1.7.4. Language and literacy development.
 - 2.1.7.5. Leadership and Program Administration.
 - 2.1.7.6. Afterschool Basics.
- 2.1.8. The selected Vendor must provide tuition assistance for OST professional coursework in accordance with the New Hampshire Afterschool Professional Development System Guidebook, Appendix F, NH Afterschool Credential

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Approved Coursework Guidelines, or as otherwise approved by the Department.

- 2.1.9. The selected Vendor must not provide tuition assistance for general education courses or non-ECE related coursework.

Course Work Tuition Reimbursement

- 2.1.10. The selected Vendor must develop an intake and application review process, subject to Department approval.
- 2.1.11. The selected Vendor must provide tuition assistance for the full cost of qualifying coursework for applicants who meet the criteria as an ECE or OST professional and who successfully complete the following core coursework:
 - 2.1.11.1. Teaching Infants and toddlers;
 - 2.1.11.2. Young children with special needs;
 - 2.1.11.3. Young children exhibiting challenging behaviors using positive behavior guidance strategies;
 - 2.1.11.4. Child development;
 - 2.1.11.5. Child, adolescent or human growth and development;
 - 2.1.11.6. Afterschool Basics;
 - 2.1.11.7. Learning disabilities and exceptionalities; or
 - 2.1.11.8. Other core coursework as approved by the Department.
- 2.1.12. The selected Vendor must provide fifty percent (50%) tuition assistance to applicants who meet the criteria as an ECE or OST professional and who successfully complete qualifying elective coursework, as approved by the Department.
- 2.1.13. The selected Vendor must not provide tuition assistance for non-Department approved coursework.
- 2.1.14. The selected Vendor must ensure tuition assistance for ECE or OST professionals is limited to courses that:
 - 2.1.14.1. Apply toward an associate degree, bachelor's degree, or master's degree.
 - 2.1.14.2. Are available through an accredited institution of higher education (IHE) that grants associate, bachelor's, or master's degrees in ECE, OST or related subject, as approved by the Department.
- 2.1.15. The selected Vendor must ensure the associate, bachelor's, or master's degree as approved by the Department is nationally accredited by the U.S. Department of Education, the Council for Higher Education Accreditation, and/or the New England Commission of Higher Education. The selected Vendor must not provide tuition assistance, under any circumstance, for any coursework completed at a non-accredited IHE.

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- 2.1.16. The selected Vendor must prioritize tuition assistance for eligible ECE and OST professionals who are without an associate, bachelor 's degree or master's degree and are applying for tuition assistance to enroll in a qualifying course.
- 2.1.17. The selected Vendor must provide tuition assistance only to qualifying applicants who receive a grade "C" or better from an accredited IHE.
- 2.1.18. Qualifying applicants who do not successfully complete the course with a grade "C" or better will be responsible for the full cost of the course per the student tuition agreement(s) and will not receive tuition assistance.

Course Payment Methods Related to IHE and Articulation Agreements.

- 2.1.19. The selected Vendor will seek to increase the number of Tuition Articulation Agreements, subject to Department approval, with accredited IHEs that provide ECE and OST college-level courses on a cost reimbursement basis that meet the criteria in accordance with and as specified in this RFA.
- 2.1.20. Tuition Articulation Agreements must be executed between the selected Vendor and IHE prior to tuition assistance or tuition reimbursement agreement with ECE or OST professional student.
- 2.1.21. The selected Vendor must provide tuition assistance to qualifying applicants for coursework at an accredited IHE with or without a Tuition Articulation Agreement.
- 2.1.22. Absent a Tuition Articulation Agreement, the selected Vendor must execute a student scholarship or Vendor agreement between the student and Vendor prior to course registration with regards to course reimbursement.
- 2.1.23. The selected Vendor must review the Department's professional development system with applicants, including the ECE and OST credentials and the New Hampshire Professional Registry.
- 2.1.24. **Reporting**
 - 2.1.24.1. The selected Vendor must meet with the Department as requested by the Department, after the submission of each quarterly report.
 - 2.1.24.2. The selected Vendor must submit an annual report at the end of each fiscal year. The report shall be due by the fifteenth (15th) of the month following the end of each state fiscal year.
 - 2.1.24.3. The selected Vendor must submit quarterly reports electronically, which shall be due forty-five (45) days following the end of each reporting term, and in a format required by the Department that include, but are not limited to:
 - 2.1.24.3.1. All activity, demographic and participation information related to tuition assistance and tuition reimbursement.
 - 2.1.24.3.2. All activity related to Articulation Agreements.
 - 2.1.24.3.3. All activity related to work with IHEs.

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2.1.25. Performance Measures

2.1.25.1. The Department's anticipated outcomes for the Tuition Assistance Program include the following:

- 2.1.25.1.1. A minimum of 275 ECE and OST courses are approved for tuition assistance or tuition reimbursement.
- 2.1.25.1.2. A minimum of 250 courses are funded through tuition assistance or tuition reimbursement.
- 2.1.25.1.3. Demonstrate efforts to establish articulation agreements with IHEs not currently participating in New Hampshire's Tuition Assistance program.

3. Mandatory Questions

3.1.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below in Appendix D, Technical Responses to Questions.

Mandatory Question One (Q1) – Describe, in detail, your organization's strategy to:

- a. Develop and implement all required components of the tuition assistance program in accordance with the statement of work in this RFA, including, but not limited to receiving applications, determining applicant eligibility, ensuring qualifying coursework and processing reimbursement payments.
- b. Develop and implement tuition articulation agreements with New Hampshire IHEs and out-of-state IHEs.

Mandatory Question Two (Q2) – Describe your organization's capacity to successfully implement a tuition assistance program. Provide your staffing plan to complete the work in accordance with the statement of work in this RFA.

Mandatory Question Three (Q3) – Describe your knowledge of the ECE and OST workforce and relevant coursework.

Mandatory Question Four (Q4) Describe your organization's successful Experience in implementing tuition assistance programs as identified the statement of work in this RFA.

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4. SOLICITATION RESPONSE EVALUATION

- 4.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below.

TECHNICAL RESPONSE TO MANDATORY QUESTIONS	POSSIBLE SCORE
Strategy (Q1)	45 Points
Capacity (Q2)	35 Points
Knowledge (Q3)	30 Points
Experience (Q4)	30 Points
Technical Response – Total Possible Score	140 Points
MAXIMUM POSSIBLE SCORE	140 Points

5. SOLICITATION RESPONSE PROCESS

5.1. Letter of Intent (Optional)

- 5.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 5.1.2. Receipt of the Letter of Intent by Department will be required to receive electronic notification of any solicitation amendments, in the event such are produced; any further materials on this project, including electronic files containing tables required for response to this solicitation; any addenda, corrections, or schedule modifications; notifications regarding any informational meetings for Vendors; or responses to comments or questions.
- 5.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2 and include the name, telephone number, mailing address and email address of the Vendor's designated contact. **Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

5.2. Questions and Answers

5.2.1. Vendors' Questions

- 5.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 5.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

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5.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

5.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

5.2.2. Department Responses

5.2.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

5.2.3. Exceptions

5.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.

5.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.

5.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

5.3. Solicitation Amendment

5.3.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

6. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

6.1. Responses to this Solicitation must be submitted electronically via email to **rfa@dhhs.nh.gov** **AND** to the Contract Specialist at the email address specified in Subsection 1.2.

6.1.1. The subject line must include the following information:

RFA-2024-DES-02-EARLY (email xx of xx).

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- 6.2.** The maximum size of file attachments per email is ten (10) MB. Submissions with file attachments exceeding ten (10) MB must be sent via multiple emails.
- 6.3.** The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.4.** The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 6.5.** Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses must be at the Vendor's expense.

7. SOLICITATION RESPONSE REQUIREMENTS

- 7.1.** Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.

7.2. Technical Response Contents

Each Technical Response must contain the following, in the order described in this section:

- 7.2.1. Appendix A – P-37 General Provisions and Standard Exhibits D-K**
- 7.2.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 7.2.3. Appendix C – Transmittal Letter and Vendor Information, including:**
 - 7.2.3.1. Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 7.2.4. Appendix D – Technical Responses to Questions**
- 7.2.5. Appendix E – New Hampshire Afterschool Professional Development System Guidebook**

8. ADDITIONAL TERMS AND REQUIREMENTS

8.1. Non-Collusion

The Vendor's required signature on the Appendix C – Transmittal Letter and Vendor Information submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive solicitation response.

8.2. Collaborative Solicitation Responses

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Solicitation responses must be submitted by one organization. Any collaborating organization must be designated as a subselected Vendor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

8.3. Validity of Solicitation Responses

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3, or until the Effective Date of any resulting contract, whichever is later.

8.4. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c must not be considered eligible for an award under this solicitation.

8.5. Property of Department

Any material property submitted and received in response to this solicitation will become the property of the Department and will not be returned to the Vendor. The Department reserves the right to use any information presented in any solicitation response provided that its use does not violate any copyrights or other provisions of law.

8.6. Solicitation Response Withdrawal

Prior to the Response Submission Deadline specified in Subsection 1.3, Procurement Timetable, a submitted Letter of Intent or solicitation responses may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

8.7. Confidentiality

- 8.7.1. Pursuant to RSA 21-G:37, the content of responses to this solicitation must remain confidential until the Governor and Executive Council have awarded a contract. The Vendor's disclosure or distribution of the contents of its solicitation response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

8.8. Public Disclosure

- 8.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 8.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as

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“CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential must neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and must note on the applicable page or pages that the redacted portion or portions are “confidential.”

- 8.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 8.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract must be subject to public disclosure regardless of whether it is marked as confidential.
- 8.8.5. Notwithstanding a Vendor's designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department must first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 8.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 8.8.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
 - 8.8.6.2. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
 - 8.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

8.9. Electronic Posting of Solicitation Results and Resulting Contract

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- 8.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 8.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

8.10. Non-Commitment

Notwithstanding any other provision of this solicitation, this solicitation does not commit the Department to award a contract. The Department reserves the right to reject any and all responses to this solicitation or any portions thereof, at any time and to cancel this solicitation and to solicit new solicitation responses under a new procurement process.

8.11. Liability

By submitting a response to this solicitation, the Vendor agrees that in no event must the Department be either responsible for or held liable for any costs incurred by a Vendor in the preparation or submittal of or otherwise in connection with a solicitation response, or for work performed prior to the Effective Date of a resulting contract.

8.12. Request for Additional Information or Materials

The Department may request any Vendor to provide additional information or materials needed to clarify information presented in the solicitation response. Such a request will be issued in writing and will not provide a Vendor with an opportunity to change, extend, or otherwise amend its solicitation response in intent or substance.

8.13. Oral Presentations and Discussions

The Department reserves the right to require some or all Vendors to make oral presentations of their solicitation response. The purpose of the oral presentation is to clarify and expound upon information provided in the written solicitation response. Vendors are prohibited from altering the original substance of their solicitation response during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation must be borne entirely by the Vendor.

8.14. Successful Vendor Notice and Contract Negotiations

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor(s), all submitted solicitation responses

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remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

8.15. Scope of Award and Contract Award Notice

- 8.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 8.15.2. If a contract is awarded, the selected Vendor(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

8.16. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Vendor's location or at any other location deemed appropriate by the Department, to determine the Vendor's capacity to satisfy the terms of this solicitation. The Department may also require the Vendor to produce additional documents, records, or materials relevant to determining the Vendor's capacity to satisfy the terms of this solicitation. Any and all costs associated with any site visit or requests for documents must be borne entirely by the Vendor.

8.17. Protest of Intended Award

Any challenge of an award made or otherwise related to this solicitation must be governed by RSA 21-G:37, and the procedures and terms of this solicitation. The procedure set forth in RSA 21-G:37, IV, must be the sole remedy available to challenge any award resulting from this solicitation. In the event that any legal action is brought challenging this solicitation and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

8.18. Contingency

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

8.19. Ethical Requirements

From the time this solicitation is published until a contract is awarded, no Vendor must offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 must be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, must be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor must be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which must note that

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information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, must be deleted from the list.

8.20. Liquidated Damages

The selected Vendor agrees that liquidated damages may be determined by the Department as part of the contract specifications, as failure to achieve required performance levels will more than likely substantially delay and disrupt the Department's operations.

9. COMPLIANCE

9.1. The selected Vendor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

9.2. The selected Vendor(s) may be required to participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, including, but not limited to:

- 9.2.1. Site visits.
- 9.2.2. File reviews.
- 9.2.3. Staff training.

9.3. Records

9.3.1. The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

- 9.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).
- 9.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 9.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the resulting

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contract(s) and upon payment of the price limitation hereunder, the selected Vendor(s) and all the obligations of the parties hereunder (except such obligations as, by the terms of the resulting Contract(s) are to be performed after the end of the term of the contract(s) and/or survive the termination of the Contract(s)) must terminate, provided however, that if, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department must retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

9.4. Credits and Copyright Ownership

- 9.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 9.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.
- 9.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 9.4.3.1. Brochures.
 - 9.4.3.2. Resource directories.
 - 9.4.3.3. Protocols.
 - 9.4.3.4. Guidelines.
 - 9.4.3.5. Posters.
 - 9.4.3.6. Reports.
- 9.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

9.5. Culturally and Linguistically Appropriate Services

- 9.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 9.5.2. Vendors are required to complete Appendix C, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 9.5.3. If awarded a contract, the selected Vendor(s) will be:

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- 9.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
- 9.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

9.6. Background Checks

- 9.6.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
 - 9.6.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement.
 - 9.6.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

9.7. Confidential Data

- 9.7.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.
- 9.7.2. The selected Vendor(s) must ensure any staff and/or volunteers involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K. The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.
- 9.7.3. Upon request, the selected Vendor(s) must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 9.7.3.1. How PII is gathered and stored;
 - 9.7.3.2. Who will have access to PII;
 - 9.7.3.3. How PII will be used in the system;
 - 9.7.3.4. How individual consent will be achieved and revoked; and
 - 9.7.3.5. Privacy practices.

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- 9.7.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

9.8. Audit Requirements

- 9.8.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 9.8.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 9.8.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 9.8.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.8.2. If Condition A exists, the selected Vendor(s) must submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 9.8.3. If Condition B or Condition C exists, the selected Vendor(s) must submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 9.8.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 9.8.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) must be held liable for any state or federal audit exceptions and must return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

10. APPENDICES TO THIS SOLICITATION

10.1. Appendix A – Form P-37 General Provisions and Standard Exhibits

10.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements

10.3. Appendix C – Transmittal Letter and Vendor Information

10.4. Appendix D – Technical Response to Questions

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**10.5. Appendix E – New Hampshire Afterschool Professional Development System
Guidebook**